



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

April 01, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT
FOR THE MAINTENANCE AND OPERATION OF THE
EQUESTRIAN CENTER AT THE
PETER F. SCHABARUM REGIONAL PARK
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

SUBJECT

The recommended action will award a ten-year sole source Agreement to Hacienda Sosegado, LLC, for the maintenance and operation of the Equestrian Center at the Peter F. Schabarum Regional Park, effective May 1, 2014. The recommended action will ensure that the facility remains open and available to the public.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Agreement with Hacienda Sosegado, LLC, for the maintenance and operation of the Equestrian Center at Peter F. Schabarum Regional Park categorically exempt from the California Environmental Quality Act because the proposed agreement involves leasing of an existing facility with no expansion of an existing use, and for the reasons stated herein and the reasons reflected in the record of the proposed agreement.
2. Approve and instruct the Director of the Department of Parks and Recreation to award the proposed ten-year sole source Agreement with Hacienda Sosegado, LLC, for the maintenance and operation of the Equestrian Center at the Peter F. Schabarum Regional Park, effective May 1, 2014. The proposed agreement would result in an estimated \$60,000 in rent revenue to the Department of Parks and Recreation's Operating Budget over the ten-year term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Peter F. Schabarum Regional Park (Schabarum Park), located at 17250 East Colima Road in Rowland Heights, is a 575-acre facility, with 75 acres developed for walking, hiking, picnics, youth camping, soccer, and tennis. Schabarum Park also includes a "Life Trail" exercise area, a federally-protected blue-line stream, and an equestrian center. The remaining land at Schabarum Park has been left in its natural state, and intersects with hiking, biking, and horseback riding trails that connect to the historic Juan Bautista De Anza National Historic Trail.

The Equestrian Center at Schabarum Park (Equestrian Center) sits on approximately six acres of land, and can accommodate a maximum of 45 horses. It contains two mare motels with 20 stalls each, one arena, an office, and a storage structure for hay. Approval of the recommended actions will allow the Equestrian Center to remain open for continued and uninterrupted service to the public by awarding of a ten-year sole source Agreement (Agreement) to Hacienda Sosegado, LLC (Hacienda Sosegado) for the maintenance and operation of the facility. The Equestrian Center is currently operated by a private operator through a Director's Agreement, which will expire on April 30, 2014.

The Equestrian Center recently underwent extensive improvements, which required the implementation of Best Management Practices (BMPs). BMPs ensure efficient waste management techniques and control of pollution at the Equestrian Center.

Implementation of Strategic Plan Goals

The proposed Agreement will further the County Strategic Plan Goals of Operational Effectiveness (Goal 1) by maximizing the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service, and Fiscal Sustainability (Goal 2) by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the proposed Agreement, Hacienda Sosegado will pay a monthly amount based on horse occupancy during the first two years of the ten-year term. It should be noted that while the Equestrian Center can accommodate a maximum of 45 horses, the operator is required to have a minimum of six horses for rent, so there will never be more than 39 horses boarded at the facility. The monthly minimum will be based on the following scale:

- 1-15 horses = \$200 per month
- 16-25 horses = \$450 per month
- 26-39 horses = \$650 per month

Commencing with the third year of the proposed Agreement, Hacienda Sosegado will pay a monthly amount equal to the greater of: 1) the minimum rent of \$500 per month, or 2) seven percent of the total gross receipts; and will assume responsibility for payment of all utilities that service the Equestrian Center. Presently, there are 29 horses boarded at the facility, which would amount to a monthly rent due to the County of \$650.

OPERATING BUDGET IMPACT

Based on the terms of the proposed Agreement, the Department does not anticipate any material

changes in its operating budget. The projected revenues and utility costs from the proposed Agreement remain essentially in line with the Department's existing budget. The Department will continually monitor the related revenue and utility costs over the life of the Agreement, and will address any significant changes in the appropriate year's operating budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to lease County parks and recreation real property for the provision of services and property improvements that are consistent with public park and recreation purposes. The proposed Agreement is consistent with said purposes.

The proposed Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Defaulted Property Tax Reduction Program, Los Angeles County Code 2.206; compliance with the County's smoking ban ordinance, Los Angeles County Code Title 17, Sections 17.04.185 through 17.04.650; compliance with the County's policy on restricting its purchase and use of Expanded Polystyrene containers; participation in the County's Artificial Trans Fat Reduction Program; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Hacienda Sosegado has executed the attached Agreement, and will provide the required insurance policies prior to the start of this Agreement, naming the County of Los Angeles as an additional insured.

County Counsel has approved the Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Agreement involves leasing of an existing facility with no expansion of an existing use.

CONTRACTING PROCESS

On August 1, 2013, the Department issued a Request For Proposal (RFP) for the operation and maintenance of the Equestrian Center by posting the RFP on the County's "Doing Business with Us" website. The website included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this solicitation. In addition, the Department advertised in three major Equestrian Magazines.

On August 22, 2013, a mandatory Proposers Conference was held and 14 potential proposers attended. A mandatory walk-through of the facility followed the conference.

On October 3, 2013, the Department received two proposals. The proposals were reviewed by the

Department's staff to ensure compliance with the mandatory minimum requirements outlined in the RFP. The first of the two proposals was deemed unresponsive, and was disqualified from further review. The second proposal was received from Hacienda Sosegado, and met all the mandatory minimum requirements. However, the Department determined at that time that it was in the best interest of the County to cancel the RFP and, instead, commence sole source negotiations. The determination was made due to the fact that the Equestrian Center recently underwent extensive improvements, and operating the facility with the requirements outlined in the RFP regarding those improvements would not be financially viable for the proposer, and would possibly lead to a lapse in services at the Equestrian Center. On January 16, 2014, the Department cancelled the RFP and pursued a sole source agreement with Hacienda Sosegado with a revised financial structure that was agreeable to both parties.

It should be noted that upon final analysis and award, Hacienda Sosegado was selected without regard to gender, race, creed, or color. The proposer's minority participation is reflected as an attachment (Attachment I).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department does not anticipate any impact on current public services.

CONCLUSION

Should you have any questions, please contact Sandra Salazar at (626) 821-4660 or ssalazar@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parkslacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,



RUSS GUINEY

Director

RG:JW:RM

KEH:SS:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Hacienda Sosegado, LLC

COUNTY VENDOR NUMBER: 15429401

☒ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☒ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 5

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					3	
Asian or Pacific Islander						
American Indian						
Filipino						
White		1	1		1	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name D. Joy Gould	Authorized Signature 	Title Owner / Operator	Date October 1, 2013
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**AGREEMENT
BY AND BETWEEN**

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

HACIENDA SOSEGADO, LLC

FOR

**THE MAINTENANCE AND OPERATION OF
THE PETER F. SCHABARUM REGIONAL PARK
EQUESTRIAN CENTER**

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- L GENERAL MAINTENANCE GUIDELINES
- M PERFORMANCE REQUIREMENTS SUMMARY
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- O PRICES
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**MAINTENANCE AND OPERATION AGREEMENT FOR THE
PETER F. SCHABARUM REGIONAL PARK EQUESTRIAN CENTER**

THIS AGREEMENT, made and entered into this ____ day of _____ 2014,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as
"County",

AND

"HACIENDA SOSEGADO, LLC"
hereinafter referred to as
"Concessionaire"

RECITALS

WHEREAS, County is authorized by the provision of Government Code Section 25907 to lease and sublease recreation lands for concessions and services that are consistent with public park and recreation purposes; and

WHEREAS, a concession for the operation of an equestrian center concession is consistent with said purpose; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed therefore; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P are attached hereto and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

- 1.1 Exhibit A DEMISED PREMISES
- 1.2 Exhibit B RECREATIONAL SERVICES TO THE PUBLIC
- 1.3 Exhibit C REQUIRED IMPROVEMENTS
- 1.4 Exhibit D EEO CERTIFICATION
- 1.5 Exhibit E CERTIFICATION OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 1.6 Exhibit F INTERNAL REVENUE SERVICES NOTICE 1015
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- 1.8 Exhibit H ARTIFICIAL TRANS FAT REDUCTION PROGRAM
- 1.9 Exhibit I VENDING MACHINE POLICY
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- 1.11 Exhibit K BEST MANAGEMENT PRACTICES (BMPS) FOR
MAINTENANCE OF THE EQUESTRIAN CENTERS
- 1.12 Exhibit L GENERAL MAINTENANCE GUIDELINES
- 1.13 Exhibit M PERFORMANCE REQUIREMENTS SUMMARY
- 1.14 Exhibit N MONTHLY REVENUE STATEMENT
- 1.15 Exhibit O PRICES
- 1.16 Exhibit P SMOKING BAN

2.0 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
The following words as used herein shall be construed to have the following

meaning, unless otherwise apparent from the context in which they are used:

- 2.1.1 Agreement:** Agreement executed between County and Concessionaire. It sets forth the terms and conditions for the issuance and performance of services.
- 2.1.2 Agreement Year:** The 365-day period commencing on the first day of the month following approval by the Board of Supervisors, which date shall become the effective date of this Agreement and each following 365-day period thereafter throughout the term of this Agreement.
- 2.1.3 Annual Plan:** A written document providing background information about the organization, business goals, marketing strategy and financial background, which shall be updated and/or revised, no later than 120 days prior to the start of each calendar year.
- 2.1.4 Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.1.5 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body of their designee.
- 2.1.6 Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.
- 2.1.7 County:** The County of Los Angeles.
- 2.1.8 Concessionaire:** The entity having responsibility to operate the Equestrian Center for the purpose of providing public benefit in equestrian related activities.
- 2.1.9 Concessionaire's Operations Manager:** The individual designated by the Concessionaire to administer the Agreement after the Agreement award.
- 2.1.10 County Contract Monitor:** Person with responsibility of monitoring the Agreement and the Concessionaire's adherence to said Agreement; Person responsible for providing reports to the County; Responsibility for inspections for any and all tasks,

deliverables, goods, services and other work provided by the Concessionaire.

2.1.11 Day(s): Calendar day(s) unless otherwise specified.

2.1.12 Department: The County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

2.1.13 Director: The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

2.1.14 Equestrian Center: The demised premises as shown in Exhibit A, including stalls, riding arenas, tack sheds, barns, and all other equestrian related structures and appurtenances comprising the Peter F. Schabarum Regional Park Equestrian Center.

2.1.15 Gross Receipts:

- a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be all money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by the Concessionaire and/or all the assignees, subconcessionaire's, lessees, permittees or Concessionaire's thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted or performed in whole or in part, on the demised premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise.
- b. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes, and bona fide bad debts.

- c. Except as specifically provided below, gross receipts reported by Concessionaire and its sublessees, assignees, lessee, contractors, and permittees must include the full usual charges for any services, goods, rentals or facilities provided by Concessionaire or its sublessees, assignees, lessee, contractors or permittees. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Concessionaire such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Concessionaire to a governmental agency accompanied by a tax return statement.
- d. The Director, by written policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.

2.1.16 Gross Sales Price: The total consideration resulting from the transfer of Concessionaire's interest in the Equestrian Center, whether whole or in part, determined by the total cash payments, whether paid or due, and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.

2.1.17 Improvements: Any and all buildings, structures and other improvements, which may at any time be erected on or affixed to the Property, during the term of this lease. The term "Improvements" also includes, but is not limited to, barns, stalls, corrals, tack sheds, open pens, wash racks, fixtures, operating equipment, and apparatus affixed or attached to any of the buildings now or hereafter constructed on the property; all components of the heating, ventilation and air condition equipment located within any building;

all components of the plumbing, water systems, cleaning systems, security, infrastructure; and landscaping and irrigation system. The term “improvements” specifically excludes Concessionaire’s equipment not permanently affixed to the property.

2.1.18 Park Superintendent: County staff, located on site at the Peter F. Schabarum Regional Park Office, responsible for the general operation and maintenance of the park.

2.1.19 Schabarum Park: Peter F. Schabarum Regional Park

2.1.20 State: The State of California.

2.1.21 Use Granted: The privilege of engaging in the commercial activities authorized herein on the public property designated therefore.

3.0 USE GRANTED

3.1 Concessionaire is **required** to operate and maintain the Equestrian Center to include the following:

- a. Rental String Horse Rental (for Trail Rides)
- b. Quarterly recreational activity approved in advance by the Department in writing (e.g. Horse drawn hay rides, horse care clinic/workshop; horse health clinic; horse drawn carriage rides, etc.)
- c. Equestrian Lessons
- d. Organized Trail rides (e.g. Dusk rides, holiday themed rides, etc.)
- e. Community Partnership Events (e.g. Boy Scouts, Girl Scouts, other non-profits, etc.)
- f. Day Camps
- g. Provide year-round boarding facilities for horses, which include feeding and care.
- h. Collection of revenue generated from all equestrian related activities
- i. Responsible for paying all related operating business expenses for the operation of the equestrian center which shall include, but limited to, feed for horses and general facility maintenance responsibilities.

3.2 Concessionaire is hereby authorized to conduct the following activities:

- 1) rental of horses, 2) other equestrian related activities such as, but not

limited to: a) provide rides using horse-drawn wagons or carriages, etc.; b) sell equestrian clothing, equipment, merchandise; c) rent and repair equestrian equipment; d) sell prepackaged food and non-alcoholic beverages; e) provide and charge for the provision of equestrian instructional services; and f) sell horses and other equestrian related activities; 3) provide year round boarding facilities for horses which include feeding and care; 4) collection of revenue generated from the rental of horses and board of horses; 5) responsible for paying all related operating business expenses for the operation of the Equestrian Center, which shall include, but not be limited to, feed for horses and general facility maintenance responsibilities; and 6) provide equestrian related activities, including, guided trail rides, seasonal day camps/ after school activities and lessons.

3.3 The equestrian services provided by Concessionaire shall be exclusive within the confines of the demised premises as shown in Exhibit A.

3.4 The Concessionaire is responsible for complying with the County's zoning and land use regulations as required by the County Department of Regional Planning for any business license, permit, or General Plan consistency review.

3.5 The Concessionaire shall comply with the County of Los Angeles Vending Machine Nutrition Policy (Appendix M).

3.5.1 Concessionaire shall display all bottled water in eye-level sections of the beverage vending machines. Only food and beverage products that meet the County of Los Angeles Vending Machine Nutrition Policy shall be advertised on snack and beverage vending machines. Beverages and snacks that meet the policy's nutrition guidelines can vary by brand; therefore, it is important to compare the Nutrition Facts label before including them as an acceptable stocking item.

- 3.5.2** Concessionaire is encouraged to prominently display “Choose Health LA” signage that promotes healthy food and beverage options on all vending machines (signage shall be provided by the Los Angeles County Department of Public Health).
- 3.5.3** The Department of Public Health (DPH) may periodically monitor these Agreements to ensure the Concessionaires’ compliance with the County of Los Angeles Vending Machine Nutrition Policy. DPH shall communicate its findings to the Chief Executive Office and/or Department of Parks and Recreation. Failure to comply with the County of Los Angeles Vending Machine Nutrition Policy may, in the Chief Executive Officer’s and/or Director’s sole discretion, constitute a breach of this License Agreement.
- 3.5.4** Please contact the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email: chronic_disease@ph.lacounty.gov if you have questions on the vending machine policy and product compliance.
- 3.6** Concessionaire acknowledges personal inspection of Concession Premises and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Concessionaire accepts Concession Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.
- 3.7** Concessionaire understands and agrees that this Agreement confers only permission to occupy and use the Concession Premises described for the prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or

estate in the Concession Premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the Concession Premises for the use granted herein.

3.8 Department Use of Concession Premises

Notwithstanding Section 15.9, Days and Hours of Operation, of this Agreement, the Department reserves the right to schedule the use of the Concession Premises for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with Concessionaire. County shall be responsible for repairing any damage, except for normal wear and tear, to the Concession Premises while conducting said activities.

4.0 TERM OF AGREEMENT

The term of the Agreement shall be for a period of 10 years, commencing on May 1, 2014, unless terminated sooner or extended, in whole or in part, as provided for in this Agreement.

5.0 DEMISED PREMISES

- 5.1** The use granted shall be conducted within the Equestrian Center, as shown on the attached Exhibit A, attached hereinafter and incorporated herein by reference.
- 5.2** The demised premises shall be used only and exclusively for the purposes authorized herein and only such other purposes as are related thereto, provided express written approval therefore is granted by the Director, and for no other purposes whatsoever.
- 5.3** Any improvements, additions, alterations, or changes to the demised premises shall become the property of the County; and shall be subject to: **prior written approval** by the Director; securing of applicable permits and fees by Concessionaire; and compliance with such terms and conditions as may be imposed by the Director. All construction shall be at the Concessionaire's sole expense.

- 5.4** Concessionaire hereby acknowledges the title of the County, and/or any other public agencies, having jurisdiction thereover, in and to the demised premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 5.5 Ownership of Improvements:** Ownership of all structures, buildings or improvements constructed by Concessionaire upon the demised premises and all alterations, additions or betterment's thereto, **shall become the property of the County** without compensation being paid therefore, subject to the rights granted to the Concessionaire hereinabove, upon termination of the Agreement, whether by expiration of the term, cancellation, forfeiture or otherwise. The Director, in his sole discretion, may require the Concessionaire to remove at Concessionaire's sole expense said structures, buildings, improvements, alterations, additions, or betterment's, upon written notice 90 days prior to the date of termination of this Agreement. Should Concessionaire fail to remove said structures, buildings and improvements, same may be sold, removed or demolished by the County, Concessionaire shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

6.0 CHANGES AND AMENDMENTS

- 6.1** The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Director and Concessionaire.
- 6.2** Notwithstanding the above, this Agreement may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by the Board.

7.0 CONSIDERATION

- 7.1** During the first, two (2) years of the Agreement, Concessionaire shall pay a monthly rent based on horse occupancy, based on scale below.

Rent Based on Horse Occupancy

- 1-15 horses = \$200 per month
- 16-25 horses = \$450 per month
- 26-39 horses = \$650 per month

At the commencement of the third year of the Agreement, May 1, 2016, Concessionaire shall pay the County a monthly amount equal to the greater of: 1) the monthly minimum of \$500, or 2) the sum of percentage of the total monthly gross receipts received from the following authorized activities:

- a. Seven percent (7%) of the monthly gross receipts received from the renting of horses;
- b. Seven percent (7%) of the monthly gross receipts received from the training of horses and riding lessons/instructions;
- c. Seven percent (7%) of the monthly gross receipts received from the sale of prepackaged food and non-alcoholic beverages;
- d. Seven percent (7%) of the monthly gross receipts received from roping activities/lessons/instructions;
- e. \$150 per event for roping, penning and sorting;
- f. Seven percent (7%) of the monthly gross receipts received from the sale of horses;
- g. Seven percent (7%) of the monthly gross receipts from the storage of trailers;
- h. Seven percent (7%) of the monthly gross receipts received from the sale of equestrian related merchandise and any miscellaneous sales;
- i. Seven percent (7%) of the monthly gross receipts received from the repair/rental of equestrian related equipment;

- j. Seven percent (7%) of the monthly gross receipts received from horse clinics and camps;
- k. Seven percent (7%) of the monthly gross receipts from any other activity not listed;
- l. Seven percent (7%) of the monthly gross receipts received from boarding services provided to boarders.

All authorized activities and privileges granted to the Concessionaire will have a percentage rental figure assigned to the gross receipts derived therefrom.

7.1.1 The Equestrian Center has a separate meter within the demised premise for electricity and a sub meter for water. At the commencement of the third (3rd) year of the Agreement, the Concessionaire shall have the sole responsibility for the payment of the electricity and water usage at the Equestrian Center. The Concessionaire shall officially change the electricity meter to its name prior to the start of the third (3rd) year, so as to ensure that all bills for electrical services rendered are delivered directly to Concessionaire. In the event Concessionaire fails to timely assume responsibility for water and electricity, County shall immediately invoice Concessionaire for actual charges along with a monthly \$100 processing fee. The Department shall be responsible for reading the water sub meter within the demised premise, and bill Concessionaire for payment of \$2.80 per Hundred Cubic Feet (HCF) of water used. In addition, all communication service payments (e.g. telephone, internet, Wi-Fi) shall solely be the responsibility of the Concessionaire.

7.1.2 New Activity Percentage: In regard to a particular activity not otherwise provided for herein, the Director at his sole option, may authorize said activity in writing and establish a fixed fee as payment for the privilege of engaging therein. Said fixed fee shall not be less

than seven percent (7%) of the actual proceeds. The actual amount shall be set by the Director and shall be reasonable in accordance with the revenue to be generated therefrom.

7.1.3 Payment shall be made to the Department on or before the 15th day of the calendar month, following each month of the term of this Agreement. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. However, Concessionaire shall incur and hereby agrees to pay, a \$100 dollar service fee for any check that is returned due to non-sufficient funds. A late payment charge of 20% of the rent due to the County per month shall be added to any late payment received on a compound basis. However, the late payment charge herein provided may be waived, whenever the Director finds the late payment excusable by reason of extenuating circumstances, provided that such a waiver is granted no more than four (4) times during the term of this Agreement, including any option term. At no time during the term of this Agreement shall the County be obligated to notify the Concessionaire of the accumulation of late payment charges.

7.1.4 Capital Improvement Fund: Commencing on the third (3rd) year of this Agreement, the County's Auditor-Controller shall establish an interest-bearing Capital Improvement Fund for the Equestrian Center (Fund). The Fund shall name, and be administered by, the County as the sole trustee in order to provide for continued funding for capital improvement projects at the Equestrian Center. The County shall deposit 15% of the Concessionaire's monthly rent payments in the Fund. The distribution of monies deposited and any interest earned thereon shall be: (a) used exclusively at the Equestrian Center, and (b) disbursed at the sole discretion of the Director. At the termination

of this Agreement, all unexpended monies in the Fund shall be retained by the County.

8.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT/ACCOUNTING

The Concessionaire shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Concessionaire shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Concessionaire agrees that the County, or its authorized representatives, shall have access to, and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, appropriate documentation for voided transactions (including approval for the void), and proprietary data and information, shall be kept and maintained by the Concessionaire and shall be made available to the County during the term of this Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Concessionaire shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.1 In the event that an audit of the Concessionaire is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Concessionaire or otherwise, then the Concessionaire shall file a copy of such audit report with the County's Auditor-Controller within thirty days of the Concessionaire's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.2** Failure on the part of the Concessionaire to comply with any of the provisions of this Subparagraph 8.0 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.3** If, at any time during the term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Concessionaire regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Concessionaire, then the difference shall be either: a) repaid by the Concessionaire to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Concessionaire from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Concessionaire, then the difference shall be paid to the Concessionaire by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
- 8.4** If the County notifies the Concessionaire that the Concessionaire did/does not, to the reasonable satisfaction of the County: (1) adequately maintain the documents required under Section 8.0 of this Agreement, and/or (2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions that would not be prevented and/or detected in the normal course of business, and/or (3) if the County is not able to reasonably determine whether the Concessionaire reported and paid the correct amount due to the County under this agreement, then the County will assess penalties specified in this section upon the Concessionaire.
- 8.5** The parties hereby agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to meet the requirements of this section of this Agreement, and that a reasonable estimate of such damages shall range from: (1) 10%

to 20% of the total gross receipts for the period of time that the County determines the Concessionaire did not meet the requirements under this section of this Agreement, and/or (2) termination of this Agreement, determined at the sole discretion of the County.

- 8.6** In the event the County hires an Independent Certified Public Accounting firm (CPA) to perform an audit of the Concessionaire's gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Concessionaire, the CPA is unable to issue an unqualified opinion as to gross receipts for the Concessionaire, the CPA may employ alternative methods to impute rent for the period of inadequate records and calculate rent due. The CPA (or the County) may use the Concessionaire's gross receipts last audited (in which an unqualified audit opinion was expressed), inflated by the Consumer Price Index for All Urban Consumers for the Los Angeles, Riverside, and Orange County areas. Interest/late fees may also be separately applied. In addition, the County may require the Concessionaire to pay for the cost of the CPA's audit.
- 8.7** In the event the County and/or a CPA firm concludes that the Concessionaire under-reported Gross Receipts to the County, and that under-reporting is equal to or greater than 5% of the current or previous year's Gross Receipts reported by the Concessionaire, as determined at the sole discretion of the County, the Concessionaire shall pay for the cost of the CPA's audit and/or the County's review (including County costs associated with the CPA's audit, such as monitoring the audit, etc.).
- 8.8** Concessionaire shall at all times during this Agreement period and for five years after the termination/expiration of this Agreement, keep, or cause to be kept, locally, to the reasonable satisfaction of the County, true, accurate, and complete records for all accounting years covered by this Agreement. Records will show all transactions relative to the conduct of operations, and be supported by data of original entry. Records shall detail transactions conducted on or from the demised premises separate and apart from those in connection with Concessionaire's other business operations, if any.

- 8.9** All sales and/or services shall be recorded and a customer's receipts shall be issued. Beginning and ending cash receipts shall be made a matter of daily record.
- 8.10** Concessionaire shall furnish the Director with a monthly gross receipts report showing the amount payable there from to the County. Such a report shall accompany each monthly payment required to be made as provided herein. The monthly reporting period shall be by calendar month rather than monthly anniversary date of the effective date of this Agreement. In addition thereto, Concessionaire shall furnish an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the County. The annual profit and loss statement shall be submitted to the Golf Operations Office within sixty (60) days of the close of the calendar year.
- 8.11** Concessionaire shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Concessionaire in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents:
- 8.11.1** Regular books of accounting such as general ledgers;
 - 8.11.2** Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
 - 8.11.3** State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;
 - 8.11.4** Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);
 - 8.11.5** Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;

- 8.12** All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may from time to time conduct an audit and re-audit of the books and business conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.
- 8.13** In the event that an audit or review conducted by the Auditor-Controller and/or Director finds that, due to Concessionaire's non-compliance with its obligation to report gross receipts received in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to County can be determined, Director may, at his option, (1) bill Concessionaire for said losses, said amount to be paid to County within thirty (30) days following billing therefore unless otherwise specified by Director; and/or (2) use the Security Deposit as provided for herein; and/or, (3) assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to correctly report gross receipts, and a projected loss of revenue due to County. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Fifty Dollars (\$250.00) per day for each day of the loss period as determined by County, and that the Concessionaire shall be liable to the County for liquidated damages in said amount.
- 8.14** Should the Director find that the additional rental payment due to County exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, Concessionaire shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments

9.0 ANNUAL PLAN

- 9.1** The initial annual operating business plan (Annual Plan) must be submitted and approved by the Department prior to the execution of this Agreement. Thereafter, the Concessionaire shall submit to the Director the Annual Plan for approval no later than 120 days prior to the close of each Agreement Year. The Annual Plan shall include a monthly operating budget containing bona fide good faith estimates of all expenses for the next Operating Year, including expenditures for: (a) property operation and maintenance; (b) repairs, replacements, and alterations which do not constitute Capital Improvements; (c) furnishings, equipment, and operating inventory; (d) employee salaries; (e) advertising, sales and business promotion; and (f) a safety plan. The Annual Plan shall also include the maintenance, marketing, and business plans for the Equestrian Center for the next Operating Year.
- 9.2** The Director shall review and approve each Annual Plan submitted by the Concessionaire and shall work with the Concessionaire to develop an Annual Plan. In the event that the Director does not approve the Annual Plan, the Concessionaire shall continue to operate and manage the Equestrian Center using the Annual Plan from the previous Operating Year.

10.0 REQUIRED RECREATIONAL SERVICES

The Concessionaire shall provide the recreational services as described in Exhibit B, and shall abide by all provisions herein described.

11.0 IMPROVEMENTS

11.1 Required Improvements

Concessionaire shall complete the improvements as described in Exhibit C, and shall abide by all provisions herein described.

11.2 Approvals

Any proposed improvement undertaken by the Concessionaire, including, but not limited to construction of utilities, landscape planting, replanting or removal, irrigation, site improvements such as paths, walkways, benches, lighting, parking lots, railings, demolition, relocation or replication of existing

structures, and construction of new structures, shall have the prior written approval of the Director. Notice of a proposed improvement project shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, cost estimate, timeframe and proposed funding for the project. For the operation of the facility or any proposed improvement, Concessionaire must also have the approval of the County of Los Angeles Department of Regional Planning to ensure Concessionaire's compliance with all applicable land and use regulations. Among other things, a site plan, drawn to scale, of the facility with all existing and/or proposed improvements must be created and submitted by the Concessionaire as required by the County of Los Angeles Department of Regional Planning for any business license, permit, or General Plan consistency review.

11.3 Funding

All funds for the costs of any improvement, inclusive of costs of performance and payment bonds and the costs of any reviews or any permits, shall be solely the responsibility of the Concessionaire.

11.4 Plan Preparation

11.4.1 The Concessionaire shall ensure that all improvement plans are prepared by qualified professionals such as architects, engineers, and landscape architects who are licensed by the State of California and are approved in advance by the Director. In addition, the Concessionaire shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director.

11.4.2 For projects requiring the issuance of a permit, Concessionaire shall prepare and submit two (2) sets of a preliminary design for review and approval by the Director. Within 45 days following approval of the preliminary design by the Director, Concessionaire shall prepare

and submit three (3) sets of working drawings for review and approval: two (2) sets shall be submitted to the Director and one (1) set shall be submitted to the Building Official. Should the Building Official require Concessionaire to make changes to the plans, Concessionaire shall make necessary changes and re-submit the plans to the Building Official as soon as possible, however, no later than 30 days from receipt of the plans. Upon approval thereof, said working drawings shall be incorporated herein by reference. Elements included in the approved design development shall not be subsequently disapproved in review of the working drawings. Concessionaire shall, within 30 days after approval of the working drawings as provided herein and causing the posting of the construction site with a notice of non-responsibility of the County for payment for the works of improvement, commence construction of the above-described improvements and shall diligently prosecute and complete same.

11.5 Agreement Approval

For projects requiring the issuance of a building permit, Concessionaire shall forward copies of all draft agreements between Concessionaire and the Concessionaire's architects and engineers for Director's approval.

11.6 Environmental Impacts

The Concessionaire shall coordinate environmental impact issues with the Director in compliance with the California Environmental Quality Act (CEQA) and shall receive written approvals and authorizations from Director. The Concessionaire shall, however, maintain full responsibility for implementing all CEQA and related requirements.

11.7 Construction Management

The Concessionaire and/or its construction manager shall maintain responsibility for conducting regularly scheduled site inspections and job meetings and shall notify the Director of same. Documentation of these

meetings shall be maintained by the Concessionaire and be available for review by Department staff.

11.8 Completion of Improvements

The improvements requiring the issuance of a permit shall be deemed to be complete upon acceptance of the improvements by the Building Official as evidenced by the issuance of a certificate of occupancy and completion of improvements.

11.9 Plans of Record

Upon completion of the improvements, Concessionaire shall furnish the Director with one (1) complete set of "plans of record" working drawings; one (1) complete set of "plans of record" working drawings in AutoCAD and on CD (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for all building equipment and systems; and copies of all written warranties. Concessionaire shall assign to County all expressed warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement upon termination of this Agreement by expiration of term or cancellation.

11.10 Performance Bond

In connection with any improvement project performed hereunder, Concessionaire shall, at its own cost, obtain or require its contractor to obtain a performance bond from an admitted California surety, in good standing, in an amount equal to 100% of the construction cost of the improvement, unless the Director otherwise agrees in writing. Said performance bond must be satisfactory to the County and shall name the County of Los Angeles and the Concessionaire as obligees.

11.11 Prevailing Wages

Any capital improvement performed hereunder shall comply with all provisions of the Labor Code of the State of California, including but not

limited to, the payment of prevailing wages to all persons providing labor on any such project.

11.12 Compliance with All Laws and Building Codes

The Concessionaire shall comply with and require its Contractors and Subcontractors to comply with all applicable laws, including Building Code requirements in connection with any projects performed hereunder.

12.0 SECURITY DEPOSIT

12.1 Prior to the commencement of this Agreement, Concessionaire shall forward to the Director a cashier's check in the amount of **\$3,000** as a security deposit, payable to the County of Los Angeles Department of Parks and Recreation.

12.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Concessionaire, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to: delinquent payments; correction of maintenance deficiencies; loss of revenue due to abandonment, vacation or discontinuance of facility operations; discrimination; refunding of deposits for scheduled future events which are required to be cancelled due to abandonment, vacation or discontinuance of facility operations; a breach of obligations assumed by Concessionaire herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

12.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, the Concessionaire, upon written notice by Director, shall immediately forward such sums as are necessary via cashier's check to restore the Security Deposit to the full amount required hereunder.

- 12.4** Said Deposit shall be returned to Concessionaire upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

13.0 DESTRUCTION OF THE DEMISED PREMISES AND/OR PETER F. SCHABARUM REGIONAL PARK

- 13.1** In the event the demised premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Concessionaire shall either restore the demised premises or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the demised premises or terminate this Agreement. County shall, at its sole option, make the loss adjustment with the insurance company insuring the loss and receive any and all payments of the proceeds of insurance.
- 13.2** If County, in its sole discretion, elects to restore the demised premises, this Agreement shall continue in full force and effect, except that the payment to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the operation provided a claim therefore is filed with the Director within 100 days of notice of election to restore the demised premises. Any such claim shall be denied if the destruction of the demised premises is found by the Director, in his sole discretion, to have been caused by the fault or neglect of Concessionaire. The Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 13.3** The Concessionaire shall cooperate in any restoration of the demised premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings, for such periods, as are required for the restoration thereof, upon the County's written request.

- 13.4** The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of the Peter F. Schabarum Regional Park by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said Park due to the partial or total closure thereof has affected the operation.
- 13.5** The Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the demised premises and/or the Park and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

14.0 CONSTRUCTION BY COUNTY AFFECTING DEMISED PREMISES AND/OR PETER F. SCHABARUM REGIONAL PARK

- 14.1** In the event County, in its sole discretion, constructs or causes to be constructed a new facility at the Equestrian Center, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire may be abated and/or other relief afforded, in the Director's sole discretion, and in the event that the Director determines that the construction interferes with the authorized operations, provided Concessionaire files a claim with the County for rent and abatement relief within 30 days of commencement of construction.
- 14.2** The Concessionaire agrees to cooperate with County in the event that the construction affects the demised premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facility (ies). The Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

- 14.3** Following completion of the new facility, the Concessionaire shall resume its operations therefrom within 30 days of written notice from the Director that the demised premises are tenantable.
- 14.4** The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Peter F. Schabarum Regional Park that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of the Peter F. Schabarum Regional Park due to the partial or total closure thereof, has affected the Concessionaire's operations.
- 14.5** The Concessionaire agrees to accept the remedy heretofore provided in the event of construction upon the demised premises and/or the Peter F. Schabarum Regional Park, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

15.0 OPERATING RESPONSIBILITIES

15.1 ADVERTISING MATERIALS, SIGNS AND PUBLICITY

With the exception of any signs currently located or used on the demised premises, and any maintenance or replacement thereof, the Concessionaire shall not post any additional signs upon the demised premises or improvements thereon without the Director's prior written consent. The Concessionaire may place temporary directional signs, as approved by the Director, around the demised premises to help direct visitors to the demised premises during hours of operation and for special events, so long as all such temporary signage is removed within 24 hours after conclusion of such special event or at the end of the business day during regular operations. The Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior written approval thereof is obtained from the Director. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social

media, or electronic discounts. The Concessionaire shall post upcoming events and information of rentals/boarding in the public kiosks located near the entrance to the Park after first having received approval of the flyer from the Park Superintendent. Signage specific to boarders' rights, requirements, and duties shall be posted throughout the equestrian facility.

15.2 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the operation, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, the Concessionaire shall conform to and abide by all rules and regulations and policies of the Board, the Director, and any other County agency(ies) insofar as the same or any of them are applicable.

15.3 CONCESSIONAIRE'S STAFF, VOLUNTEERS AND EMPLOYMENT PRACTICES

15.3.1 The Concessionaire shall maintain adequate and proper staffing for the Equestrian Center operations at all times. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public. The Concessionaire shall designate an Operations Manager with whom County may deal with on a daily basis. The Operations Manager shall be skilled in the management of businesses similar to the operation and shall be subject to approval by the Director. The Operations Manager shall devote substantial time and attention to the operation authorized herein and render such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

- 15.3.2** The Director reserves the right to preclude the Concessionaire from employment or continued employment of any individual or volunteer. Director has the absolute right to approve or disapprove all of Concessionaire's staff performing work hereunder and any proposed changes in Concessionaire's staff, including, but not limited to, Concessionaire's Operation Manager.
- 15.3.3** Director may request that Concessionaire's staff be immediately removed from working on the County Agreement at any time during the term of the Agreement. County will not provide to Concessionaire or to Concessionaire's staff any information obtained through the County conducted background clearance.
- 15.3.4** Director may immediately deny or terminate facility access to Concessionaire's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the Director.
- 15.3.5** Concessionaire warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Concessionaire shall retain such documentation for all covered employees for the period prescribed by law. Concessionaire shall indemnify, defend, and hold harmless, the County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Concessionaire or County or both in connection with any alleged

violation of federal statutes or regulation pertaining to the eligibility for employment of persons performing services under this Agreement.

15.3.6 At any time prior to or during the term of this Agreement, the County may require that all of the Concessionaire's staff performing work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The Fees associated with obtaining the background information shall be at the sole expense of the Concessionaire, regardless if the Concessionaire's staff passes or fails the background clearance investigation.

15.3.7 Concessionaire shall provide the Director, a certificate for each member of the food and beverage staff showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and Professions Code, or a notice from a public health agency or unit of the Tuberculosis Association that indicates freedom from active tuberculosis.

15.4 CREDIT IN PROMOTIONAL MATERIALS

Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, must contain the words "Peter F. Schabarum Regional Park" or any derivative thereof, and shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System" unless specifically approved otherwise by the Director. Concessionaire shall not promulgate nor cause to be distributed any

advertising, or promotional materials unless prior written approval thereof is obtained from Director.

15.5 ROUTES AND TRAILS

The rental horses shall keep to a designated route specified by the Park Superintendent. The horses shall be kept out of the developed areas of the park. The Concessionaire shall be responsible for ensuring that each renter or group of renters be accompanied by an experienced and responsible guide to assure safety and assure that horses stay on the designated trail.

15.6 MAXIMUM LIMIT OF HORSES FOR BOARD & ASSESSMENT

Concessionaire may maintain a maximum of 45 boarded horses. This maximum shall include a minimum of six rental string horses. If Concessionaire exceeds said maximum number of horses at any time, as determined by the Director, a charge of \$50 per day, per animal shall be assessed by the Department to the Concessionaire. Department shall invoice said assessed amount to Concessionaire and Concessionaire shall pay said amount within 30 days of receipt of invoice. If Concessionaire fails to pay invoiced amount within 30 days, the Director may, including all other remedies available in this Agreement, deduct said amount from the Security Deposit. Action taken by the Department herein shall be in addition to the exercise of any other rights provided for in this Agreement or by law to remedy a breach of the agreement.

15.7 RENTAL STRING REQUIREMENTS

Concessionaire shall provide a minimum of six (6) horses for rent to the public no later than 60 days after commencement of Agreement.

15.8 TEMPORARY BOARDING

Concessionaire may board horses on a temporary basis (not to exceed seven consecutive days) for traveling equestrians or for those who require temporary boarding to attend special events. These horses shall be included in the maximum 45 boarded horses.

15.9 DAYS AND HOURS OF OPERATION

15.9.1 The Equestrian Center shall operate seven days a week, from 8:00 a.m. to sunset during daylight savings time (approximately March 1

through November 1 of each year), and from 8:00 a.m. to 7:00 p.m. during non-daylight savings time (approximately November 2 through February 28/29). Proposer shall comply with the above schedule of days and hours of operation unless written authorization to deviate from said schedule is obtained from the Director (e.g. extended hours during daylight savings time or for night rides). As Schabarum Park is closed on December 25th, access to the Equestrian Center shall be limited to the Operator only on this day.

15.9.2 At no time shall the Concessionaire or any member of the public be allowed to ride alone on the trails after hours. After hours trail rides are limited to the written approval of the Park Superintendent. Concessionaire must have written approval at least 30 days in advance for any after-hours rides or special events to safeguard the public and groups that may be involved in such activities.

15.10 DEPARTMENT'S USE OF DEMISED PREMISES

The Department reserves the right to schedule the use of the demised premises for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with the Concessionaire. County shall be responsible for repairing any damage, except for normal wear and tear, to the demised premises while conducting said activities.

15.11 DISORDERLY PERSONS

Concessionaire agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the demised premises.

15.12 EASEMENTS

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the demised premises for utilities and/or public access provided that the County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the demised premises, an abatement of payments shall be provided in an amount

proportional to the total area of the demised premises in the before and after conditions.

15.13 HABITATION

The demised premises shall not be used for human habitation, however, Concessionaire at its sole discretion and expense, may utilize the services of a night watchman or patrolman, upon the Director's written approval. Concessionaire must have prior written approval from the Director to keep any other types of animals within the demised premises.

15.14 ILLEGAL ACTIVITIES

Concessionaire shall not permit any illegal activities to be conducted upon the demised premises.

15.15 MAINTENANCE

15.15.1 Concessionaire shall be responsible for maintaining the demised premises in good and substantial repair and condition, and in compliance therewith shall perform all repairs to and replacement of all improvements and equipment thereof, including the painting thereof upon written request therefore by the Director. In addition to this general requirement, Concessionaire shall perform any and all repairs required for the maintenance thereof in compliance with all laws applicable thereto; replace broken window glass; replace exterior and interior lights; repair plumbing and lighting fixtures; repair flooring; and replace broken or damaged doors. Additionally, Concessionaire shall be responsible for repairing damage to the exterior of the facility caused by malicious mischief, vandalism or burglary of the Equestrian Center caused by actions of Concessionaire, its agents and/or employees thereof. All maintenance shall commence within ten days of notice and shall be completed in a diligent manner, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof.

15.15.2 Best Management Practices (BMPs)

Concessionaire shall abide by the Best Management Practices (BMPs) for maintenance of the Equestrian Center as outlined in Exhibit K.

15.15.3 General Maintenance

Concessionaire shall abide by the General Maintenance Guidelines as outlined in Exhibit L.

15.15.4 County may cure Concessionaire's default with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement from Concessionaire for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. If Concessionaire fails to pay invoiced amount within 30 days, the Director may, including all other remedies available in this Agreement, deduct said amount from the Security Deposit and/or prorated monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed.

15.16 MERCHANDISE

Concessionaire shall provide to County an inventory of equestrian related merchandise required to meet the needs of the public. All food and beverages sold or kept for sale by Concessionaire shall be similar in quality, wholesome and pure, and shall conform to the Federal, State and County food laws, ordinances and regulations in all respects as comparable equestrian centers in the surrounding area. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire, and all merchandise kept on hand by Concessionaire shall be stored and handled with due regard for sanitation. In the event that the Director determines that any merchandise, and/or food products are objectionable, the Concessionaire shall immediately withdraw or remove from sale any merchandise and/or food products.

15.17 NON-INTERFERENCE

Concessionaire shall not interfere with the public use of and the programming within the Peter F. Schabarum Regional Park.

15.18 PATRON/NON-PATRON COMPLAINTS

15.18.1 Within ten business days after the effective date of this Agreement, the Concessionaire shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, and/or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Concessionaire shall resubmit the revised plan within five business days for approval. Changes by the Concessionaire must first be approved by the County before implementation.

15.18.2 During the term of this Agreement, the Concessionaire shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Concessionaire shall maintain a telephone available at all times.

15.18.3 During normal business hours, Concessionaire shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Concessionaire is advised of any complaint within one hour of receipt of such complaint by the answering service. The Operation Manager shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

15.18.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Concessionaire, cause such action

to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Concessionaire, or may deduct such cost from an amount due to the Concessionaire from the County.

15.18.5 The Concessionaire shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Concessionaire's invoice and shall be open to the inspection of the Director at all reasonable times.

15.18.6 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Concessionaire from the County.

15.18.7 Concessionaire shall provide and maintain at its own expense an active local or toll free telephone number to make sure that emergency calls can be received. The Concessionaire or his/her designated person shall ensure that emergency calls can be received after normal business hours on a 24 hour, seven days a week basis. The Concessionaire or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

15.19 PRICES

Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the demised premises (Exhibit O). All price increase requests and all requests for new fees, charges, goods, rental, and services shall be submitted in writing to the Director for approval. Prior written approval shall be received from the Director before price increases are enacted. Failure to obtain written approval prior to enacting any price increases shall constitute a material breach of this Agreement. Said prices shall be fair and reasonable based upon the following considerations: that the Equestrian Center is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall make such price adjustments as may be ordered by the Director.

Concessionaire's proposed price list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Concession Premises shall be submitted for the Director's review prior to the commencement of advertising prices to the general public. In the event the Director notifies Concessionaire that the proposed prices are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, the Concessionaire shall make such price adjustments as may be ordered by the Director.

15.20 BOARDING RATES:

Monthly Boarding Rates are:

16'x16' stalls \$350

All Increases of Boarding Fees must have prior written approval by the Director. The process for increases in boarding fees shall be as stated in Section 15.19, Prices, above.

Boarder List – At the commencement of the Agreement and quarterly thereafter (January 1, April 1, July 1, and October 1), Concessionaire, shall submit a Boarder List, which shall include the contact information (name, address, phone numbers and email address), along with a copy of each Boarder Agreement. Concessionaire shall provide Director with a current Boarder List and/copies of any and all Boarder Agreements within 24 hours of receiving such a request from the Director.

15.21 PROGRAMMED EVENTS

Concessionaire shall not promote or sponsor private or public events requiring the use of the Peter F. Schabarum Regional Park without written prior approval by Director. Concessionaire shall host a maximum of four community events per year. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the Peter F. Schabarum Regional Park.

15.22 QUALITY OF GOODS AND SERVICES

Service to the public, with goods, services, and merchandise of the best quality and at reasonable charges, is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to operate and conduct its equestrian operation in a first-class manner, and comparable to other first-class facilities providing similar activities, programs and services. Concessionaire shall furnish and dispense foods, beverages, and merchandise of the best quality and shall maintain a high standard of service at least equal to that of similar events and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. Concessionaire, following receipt of written

notification therefore, shall immediately withdraw or remove from sale any goods or services which may be found objectionable to the Director based on findings that the provision of such goods or services are harmful to the public welfare.

15.23 SAFETY

Concessionaire shall immediately correct any unsafe condition of the demised premises, as well as any unsafe practices occurring thereon. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the demised premises. Concessionaire shall cooperate fully with County in the investigation of any accidental injury or death occurring on the demised premises, including a prompt report thereof to the Director. Concessionaire shall cooperate and comply fully with County, State, Municipal, Federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Concessionaire's structures, enclosures, vehicles, booths, equipment and rides.

15.24 SANITATION

15.24.1 No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the demised premises. Concessionaire shall prevent the accumulation of trash and debris for a distance of 50 feet from the demised premises. Concessionaire shall provide that all litter and refuse is collected as often as necessary, and **in no case less than once a week**, and shall pay all charges which may be made for the removal thereof. Concessionaire shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the demised premises and the area within a distance of 50 feet thereof in a sanitary condition.

15.24.2 Concessionaire shall clean all stalls and paddocks on a daily basis, removing all manure. Manure shall be accumulated and removed from the demised premises according to Health Department regulations, **but no less than once per week.**

15.24.2.1 Any horse waste stored onsite should be contained in permanent, sturdy, insect-resistant, seepage-free units with impervious bottoms and covers. Options include:

- Plastic garbage cans with tight fitting lids;
- Fly-tight wood or concrete storage sheds;
- Manufactured composters or specialized storage units designed to contain animal refuse; or
- Pits or trenches lined with an impermeable layer and provided with an insect-resistant cover.

15.24.3 The Concessionaire shall control the accumulation and breeding of flies within the demised premises. This will be done using methods that will pose no health hazard to humans/horses and/or negatively affect the surrounding natural environment. This shall be an ongoing program for the duration of the Agreement.

15.24.4 The Concessionaire shall control all offensive odors resulting from manure and the accumulation of urine in paddocks and stalls. This will be done using methods that pose no health hazard to humans/horses and/or negatively affect the surrounding natural environment. This shall be an ongoing program for the duration of the Agreement.

15.24.5 The Concessionaire shall control vertebrate pests which result from the storage of hay, straw, and feed. This shall be done using a method which poses no health hazard to humans/horses, and/or negatively affect the surrounding natural environment (e.g. birds, wildlife, or domestic cats and dogs).

15.25 SECURITY DEVICES

Concessionaire, at its own expense, may provide any legal security devices or equipment and the installation thereof, designated for the purpose of protecting the demised premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the and Director.

15.26 SIGNS

Concessionaire shall not post signs, posters or notices upon demised premises or improvements thereon unless prior approval written thereof is obtained from the Director.

15.27 TRADE FIXTURES

Concessionaire shall provide and install all appliances, furniture, fixtures and equipment that are required for the Equestrian Center. Prior to taking possession of the Equestrian Center, Concessionaire and County shall take an inventory of its own equipment. Concessionaire shall provide a copy of the Concessionaire's inventory for review and approval. During the last 30 days preceding the termination of this Agreement, the County and Concessionaire will conduct a walk-through of the premises with the inventory check list to ensure that all parties are in agreement of the ownership of trade fixtures and equipment belonging to each party. Concessionaire shall remove all personal items identified on the check list from the demised premises, other than for those items of personality, which have been furnished by the County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Concessionaire fail to so remove said appliances, furniture, fixtures, equipment, door locks and padlocks within said 30 day period, Concessionaire shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse County for any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof.

15.28 EMERGENCY EVACUATION PLAN

In the case of evacuation, horses will be moved to a safe location provided by the transport of all trailers currently parked at the facility as well as any others that a boarder may have stored elsewhere. In this case all boarders with trailers, or trailers coming in to help evacuate shall coordinate movement with the Park Superintendent and other officials. The Fire Department will be made aware of this and the vehicles will have passes showing they own a trailer at the facility. The trailers and horses will be relocated to a safe location on the premises to aid in the safety from fire and all other natural disasters.

15.29 SERVICES TO THE PUBLIC

Concessionaire shall provide equestrian services to the public that include, but are not limited to seasonal day camps/after school activities, riding lessons and guided trail rides. Please refer to Exhibit B for more details.

15.30 MINORS

Concessionaire shall ensure that any minor under the age of 18, be accompanied at all times by a responsible adult whenever on the Concession Premises. Concessionaire warrants that no persons under the age of 18 shall be permitted on the concession premises without adult supervision.

15.31 PERFORMANCE REQUIREMENTS SUMMARY

15.31.1 All services required under this Agreement are intended to be completely consistent with the Agreement, and are not meant in any case to create, extend, revise, or expand any obligation of Concessionaire beyond that defined in this Agreement. In any case of apparent inconsistency between services as stated in the Agreement, the meaning apparent in the Agreement will prevail. If any service seems to be created which is not clearly and forthrightly set forth in the Agreement, that apparent service will be null and void and place no requirement on Concessionaire.

15.31.2 A standard level of performance will be required of the Concessionaire in the areas of required services, performance

standards, monitoring used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Concessionaire's performance under this Agreement using regular monitoring and site visits or other such procedures as may be necessary to ascertain Concessionaire's compliance with this Agreement. Failure of the Concessionaire to achieve this standard can result in an assessment of liquidated damages against the Concessionaire as determined by the County.

15.31.3 When the Concessionaire's performance does not conform to the requirements of this Agreement, the County will have the option to apply the following non-performance remedies:

15.31.3.1 Require Concessionaire to implement a formal corrective action plan, subject to approval by the County. In the plan, the Concessionaire must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

15.31.3.2 Assessment of liquidated damages based on the assessment fee(s).

15.31.3.3 Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

15.31.3.4 Failure of the Concessionaire to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Concessionaire's failure to perform said service(s), as determined by the County, shall be credited to the County by the Concessionaire.

15.31.4 This section does not preclude the County's right to terminate the Agreement, as provided for in the Agreement, Section 16.0, Terms and Conditions, Paragraph 16.12, Termination for Convenience.

15.32 PARKING PASSES

Concessionaire shall be authorized to provide a maximum of two (2) parking passes to each boarder. Such passes must be approved by Park Superintendent and shall provide access to the Equestrian Center during hours of operation.

16.0 TERMS AND CONDITIONS

16.1 AGREEMENT ENFORCEMENT

16.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.

16.1.2 Any officers and/or authorized employees of the County may enter upon the demised premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the demised premises.

16.1.3 In the event the County commences legal proceedings for the enforcement of this Agreement or recovery of the demised premises herein, Concessionaire does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

16.2 CANCELLATION

16.2.1 Upon the occurrence of any one or more of the events of default hereinafter described in paragraph 16.11, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Concessionaire ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefore.

16.2.2 Upon cancellation, the County shall have the right to take possession of the demised premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

16.2.3 Action by the County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

16.2.4 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Concessionaire was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

16.3 COMPLIANCE WITH CIVIL RIGHTS LAW

The Concessionaire hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Concessionaire shall comply with Exhibit D, Concessionaire's EEO Certification.

16.4 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County's policy to encourage all County Contractor's to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Concessionaire's place of business. The Concessionaire will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Concessionaire with the poster to be used.

16.5 CONCESSIONAIRE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

16.5.1 In the event the Director determines that there are deficiencies in Concessionaire's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Concessionaire to correct said deficiencies within specified time frames.

16.5.2 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames the Director may, at his option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under paragraph 16.34, Right of Entry, and/or (3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the obligations for use granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250 per day for each day of the period of time that the deficiencies exist, and that Concessionaire shall be liable to County for liquidated damages in said amount.

16.6 FACSIMILE REPRESENTATIONS

The County and Concessionaire hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Notices and Amendments and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notice and Amendments to this Agreement, and that the parties will follow up facsimile transmissions of such documents with subsequent (non facsimile) transmission of "original" versions of such documents.

16.7 CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

16.7.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

16.7.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Concessionaire's duty under this Agreement to comply with all applicable provisions of law, Concessionaire warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16.8 CONCESSIONAIRE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

16.8.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially

from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

16.8.2 Unless Concessionaire qualifies for an exemptions or exclusion, Concessionaire warrants and certifies that to the best of its knowledge it is now in compliance by completing Exhibit D, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

16.9 CONFLICT OF INTEREST

16.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Concessionaire or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Concessionaire who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

16.9.2 The Concessionaire shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Concessionaire warrants that it is not now aware of any facts that create a conflict of interest. If the Concessionaire hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. In addition, the Concessionaire's Operation Manager shall abstain from participating in any decision in which it has a financial interest. Abstention requires disclosure of the

Concessionaire's Operation Manager interest and notation on the official record of the nature of the interest. Participation includes not only voting on, but also taking part in any discussion or analysis of the decision in which the Concessionaire's Operation Manager has any interest, financial or otherwise.

16.10 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Concessionaire's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Concessionaire's compliance with all Agreement terms and performance standards. Concessionaire deficiencies that County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Concessionaire. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

16.11 EVENTS OF DEFAULT

16.11.1The abandonment, vacation or discontinuance of operations on the demised premises for more than two (2) consecutive days without approval thereof by the Director.

16.11.2The failure of Concessionaire to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten days following written notice for payment thereof.

16.11.3The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten days after written notice from the Director to correct the condition.

16.11.4The failure to maintain the demised premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure

continues for more than ten days after written notice from the Director to correct the condition.

16.11.5The failure of Concessionaire to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more 30 days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

16.11.6Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of State and/or Federal laws thereon.

16.11.7Failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

16.12 TERMINATION FOR CONVENIENCE

16.12.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Concessionaire specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 120 days after the notice is sent.

16.12.2 After receipt of a notice of termination and except as otherwise directed by the County, the Concessionaire shall:

- Stop work under this Agreement on the date and to the extent

specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

16.12.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Concessionaire under this Agreement shall be maintained by the Concessionaire in accordance with Section 8.0, Record Retention & Inspection/Audit Settlement.

16.13 TERMINATION FOR DEFAULT

16.13.1 The County may, by written notice to the Concessionaire, terminate the whole or any part of this Agreement, in the following circumstances:

- a. The Concessionaire has materially breached this Agreement;
- b. The Concessionaire fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;
- c. The Concessionaire fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

16.13.2 Upon the occurrence of paragraph 16.13, this Agreement shall be subject to termination. As a condition precedent thereto, the Director shall give the Concessionaire a minimum of three days' notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

- 16.13.3** Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Agreement for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Concessionaire cures its default within a five day period after notice is given, or (2) if the default cannot reasonably be cured within the five days after notice is given, the Concessionaire reasonably commences to cure its default within the five day period and diligently and in good faith continues to cure the default. If the Concessionaire fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.
- 16.13.4** In the event that the County terminates this Agreement in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above this Agreement sum may be charged against the Concessionaire. The Concessionaire shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.
- 16.13.5** Except with respect to defaults of any Subcontractor, the Concessionaire shall not be liable for any such excess costs of the type identified in this Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Concessionaire. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the

failure to perform must be beyond the control and without the fault or negligence of the Concessionaire. If the failure to perform is caused by the default of a Subcontractor, and without the fault or negligence of either of them, the Concessionaire shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Concessionaire to meet the required performance schedule. As used in this Section, the term "Subcontractor(s)" refer to Subcontractor(s) at any tier.

- 16.13.6** In the event the County terminates this Agreement in its entirety due to the Concessionaire's default as provided in Subparagraph 16.13.1, the Concessionaire and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Concessionaire and the County agree that the County shall, at its sole option and in lieu of the provisions of paragraph 16.5, be entitled to liquidated damages from the Concessionaire, pursuant to California Civil Code Section 1671, in the amount of \$5,000 or five percent of the applicable year's Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Concessionaire to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Concessionaire by the County, whether under this Agreement or otherwise.
- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement,

and the Concessionaire's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 16.25, Indemnification.

16.13.7 In the event that, following service of the Notice of Termination of this Agreement under the provisions of this Subparagraph 16.13.7, it is determined for any reason that the Concessionaire was not in default under the provisions of this Subparagraph 16.13.7, that the default was excusable under provisions of this Subparagraph 16.13.7, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

16.13.8 The rights and remedies of the County provided in this Section 16.13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16.14 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Concessionaire to maintain compliance with the requirements set for in Section 16.7, Concessionaire's Warranty Of Adherence To County's Child Support Compliance Program, shall constitute a default by Concessionaire under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the county Board of Supervisors may terminate this Agreement pursuant to Section 16.2, Cancellation.

16.15 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Concessionaire to maintain compliance with the requirements set forth in Section 16.8, Concessionaire's Warranty of Compliance with

County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Concessionaire to cure such default with ten days of notice shall be ground upon which County may terminate this Agreement and/or pursue debarment of Concessionaire, pursuant to County Cod Chapter 2.206.

16.16 TERMINATION FOR IMPROPER CONSIDERATION

16.16.1 County may, by written notice to Concessionaire, immediately terminate the right of Concessionaire to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Concessionaire, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Concessionaire's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by the Concessionaire.

16.16.2 Concessionaire shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Concessionaire in writing by County.

16.16.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

16.17 TERMINATION FOR INSOLVENCY

16.17.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- If the Concessionaire is deemed to be insolvent. The Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Concessionaire is insolvent within the meaning of Federal Bankruptcy Code;
- To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
 - The filing of a voluntary or involuntary petition regarding the Concessionaire under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Concessionaire.

16.17.2 The rights and remedies of County provided in this Section 16.17, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16.18 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Concessionaire and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Concessionaire or any County Lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

16.19 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

16.19.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest of the Peter F. Schabarum Regional Park and the demised premises to a governmental agency

(assignee), the County reserves the right to: terminate this Agreement; or provided there is consent Agreement to said assignee. County shall provide the Concessionaire with notice of termination or assignment of this Agreement pursuant to this provision.

16.19.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Peter F. Schabarum Regional Park, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Concessionaire shall immediately cease its operations, and within 15 days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Concessionaire of such park closure.

16.20 SUSPENSION

The County, at its convenience, and without further liability, may suspend Concessionaire's performance under this Agreement, in whole or in part, by written notice to Concessionaire from the Director specifying the effective date and extent of the suspension.

- a. Concessionaire shall immediately discontinue all services unless otherwise indicated by Director.
- b. In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

16.21 FAIR LABOR STANDARDS

The Concessionaire shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for

work performed by the Concessionaire's employees for which the County may be found jointly or solely liable.

16.22 FORCE MAJEURE; TIME EXTENSIONS

16.22.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

16.22.2 Notwithstanding the foregoing, a default by subcontractors of Concessionaire shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Concessionaire and such subcontractor, and without any fault or negligence of either of them. In such case, Concessionaire shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Concessionaire to meet the required performance schedule. As used in this subparagraph, the term subcontractor mean subcontractors at any tier.

16.22.3 In the event Concessionaire's failure to perform arises out of a force majeure event, Concessionaire agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

16.23 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Concessionaire agrees and consents to the exclusive jurisdiction of the courts of the State of California

for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16.24 INDEPENDENT CONCESSIONAIRE

This Agreement is by and between the County of Los Angeles and Concessionaire and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Concessionaire. Concessionaire understands and agrees that all persons furnishing services on behalf of Concessionaire pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Concessionaire and not of County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

16.25 INDEMNIFICATION

Concessionaire shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Concessionaire's acts, visitors, and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

16.26 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Concessionaire's indemnification of County and the United States, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 16.26 and 16.27 of this Agreement.

These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Concessionaire pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Concessionaire for liabilities which may arise from or relate to this Agreement.

16.26.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Concessionaire's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Concessionaire's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Concessionaire and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Concessionaire identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information

provided by the Concessionaire, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Contracts, Golf and Special Districts Division
Los Angeles County Arboretum
301 North Baldwin Avenue
Arcadia, CA 91007

Concessionaire also shall promptly report to County any injury or property damage accident or incident, including any injury to a Concessionaire employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Concessionaire. Concessionaire also shall promptly notify County of any third party claim or suit filed against Concessionaire or any of its Subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Concessionaire and/or County.

16.26.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Concessionaire's General Liability policy with respect to liability arising out of Concessionaire's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Concessionaire's acts or omissions, whether such liability is attributable to the Concessionaire or to the County. The full policy limits and scope

of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

16.26.3 Cancellation of/or Changes in Insurance

Concessionaire shall provide County with, or Concessionaire's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

16.26.4 Failure to Maintain Insurance

Concessionaire's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Concessionaire, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Concessionaire resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Concessionaire, deduct the premium cost from sums due to Concessionaire or pursue Concessionaire reimbursement.

16.26.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

16.26.6 Concessionaire's Insurance Shall Be Primary

Concessionaire's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Concessionaire. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Concessionaire coverage.

16.26.7 Waivers of Subrogation

To the fullest extent permitted by law, the Concessionaire hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Concessionaire shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

16.26.8 Subcontractor Insurance Coverage Requirements

Concessionaire shall include all Subcontractors as insureds under Concessionaire's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Concessionaire shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Concessionaire as additional insured on the Subcontractor's General Liability policy. Concessionaire shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

16.26.9 Deductibles and Self-Insured Retentions (SIRs)

Concessionaire's policies shall not obligate the County to pay any portion of any Concessionaire deductible or SIR. The County retains the right to require Concessionaire to reduce or eliminate

policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Concessionaire's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

16.26.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Concessionaire understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

16.26.11 Application of Excess Liability Coverage

Concessionaire may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form") the underlying primary policies, to satisfy the Required Insurance provisions.

16.26.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

16.26.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Concessionaire use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents shall be designated as an Additional Covered Party under any approved program.

16.26.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

16.27 INSURANCE COVERAGE REQUIREMENTS

16.27.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

Such insurance shall also cover Concessionaire's legal liability for any injury or death to horses under Concessionaire's care, custody or control. In all cases, such coverage for horses in the care, custody and control of Concessionaire shall provide limits of not less than \$5,000 per horse and \$500,000 aggregate. The policy shall not exclude recreational or athletic activities.

16.27.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Concessionaire's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

16.27.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than

\$1 million per accident. If Concessionaire will provide contracted employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Concessionaire's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

16.27.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

16.27.5 Property Coverage

Concessionaire given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Concessionaire's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

16.27.6 Periods of New Construction

During the period(s) of new construction as required or authorized herein, and in addition to the aforementioned insurance coverage, Concessionaire shall provide the following forms and amounts of insurance:

- a. **Builder's All-Risk Insurance:** including flood coverage, covering the entire work, against loss or damage until completion and acceptance by the Director. Insurance shall be in an amount for the replacement value of the improvements and endorsed for broad form property damage, breach of warranty, explosion, collapse, and underground hazards. Deductibles shall not exceed five percent of the construction cost.
- b. **Professional Liability:** Insurance covering liability arising from any error omission, or negligent act of the Concessionaire, its officers, employees, Contractors, or agents with a limit of not less than \$1,000,000 per claim.

16.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 16.28.1** The Concessionaire certifies and agrees that all persons employed by it, it's affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 16.28.2** The Concessionaire shall certify to and comply with the provisions of Exhibit D, Concessionaire's EEO Certification.
- 16.28.3** The Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with

all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 16.28.4** The Concessionaire certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 16.28.5** The Concessionaire certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.
- 16.28.6** The Concessionaire shall allow County representatives access to the Concessionaire's employment/volunteer records during regular business hours to verify compliance with the provisions of this Section 16.28 when so requested by the County.
- 16.28.7** If the County finds that any provisions of this Section 16.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the

Concessionaire has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Concessionaire has violated the anti-discrimination provisions of this Agreement.

16.28.8 The parties agree that in the event Concessionaire violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

16.29 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

The Concessionaire shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit F.

16.30 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Concessionaire shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

16.31 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; facsimile or email or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, subpost office, substation or mail chute, or other like facility regularly maintained by the United States Postal

Service. The address to be used for any notice served by mail upon Concessionaire shall be Hacienda Sosegado, Attn: D. Joy Gould, 23746 California Avenue, Hemet, CA 92545. The address to be used for any notice served by mail upon County shall be 301 North Baldwin Avenue, Arcadia, CA 91007, Attention: Contracts, Golf and Special Districts Division, or such other place as may hereafter be designated in writing to Concessionaire by the Director. Service by mail; facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

16.32 PUBLIC RECORDS ACT

16.32.1 Any documents submitted by Concessionaire; all information obtained in connection with the County's right to audit and inspect Concessionaire's documents, books, and accounting records pursuant to Section 8.0 of this Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

16.32.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Concessionaire agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

16.33 RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Concessionaire agrees to use recycled-content paper to the maximum extent possible on this Agreement.

16.34 RIGHT OF ENTRY

16.34.1 Any officers and/or authorized employees of the County may enter upon the demised premises at any and all times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the demised premises.

16.34.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of two days, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the demised premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said demised premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) subcontract or sublease of the demised premises; and (4) after payment of all expenses of such subcontracting or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of County upon the demised premises for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

16.34.3 No re-entry or taking of the demised premises by County pursuant to Subparagraph 16.34.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Concessionaire or unless the termination thereof be decreed by a court of competent jurisdiction.

16.35 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

16.36 SUBLICENSES

16.36.1 Concessionaire shall not, without the prior written consent of the Director, sublicense any portion of the Concession Premises, or sublicense any of the operation or activities authorized or required by this Agreement.

16.36.2 In the event the County determines that the Concessionaire has violated the sublease provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, and/or assess liquidated damages.

16.37 SURRENDER OF DEMISED PREMISES

16.37.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the demised premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that Subparagraph 16.34.2 hereinbefore may be applicable thereto.

16.37.2 Upon expiration of the term, Concessionaire shall execute and deliver to County within 30 days after service of written demand, a good and sufficient quitclaim deed of the Concessionaire's interest in this Agreement and the demised premises. Should

Concessionaire fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Concessionaire to execute and deliver the quitclaim deed shall, after ten days from the date of recordation of the notice, be conclusive evidence against Concessionaire and all persons claiming under Concessionaire, of the termination of this Agreement.

16.38 TAXES AND ASSESSMENTS

16.38.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, including, but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the demised premises and any improvements located thereon.

16.38.2 Concessionaire shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

16.39 TRANSFERS

16.39.1 Concessionaire shall not, without written consent of the Director, transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage without the written consent of the Director shall be null and void, and shall constitute a material breach of this Agreement.

16.39.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.

16.39.3 The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the

rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Concessionaire, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

16.39.4 Shareholders and/or partners of Concessionaire may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Concessionaire to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the Director's approval thereof shall be required. Consent to any such transfer shall be refused if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the operation of the Peter F. Schabarum Regional Park.

16.39.5 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

16.39.6 In the event Concessionaire shall request the prior written consent of Director to give, assign, transfer or grant control of this Agreement, and Director gives written consent to the assignment, a transfer fee equal to 20% of the gross sales price shall be paid to County. Said sum shall be payable to County in full either

within 30 days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

- a. A transfer of an undivided interest in the agreement between or among co-workers or affiliated entities which results in a change in method of holding title but does not result in a change to the proportional interests held by the co-owners or affiliated entities prior to the transfer;
- b. An assignment which serves as security for the repayment of a loan from any lender but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;
- c. A transfer of title of the agreement to a lender purchaser at the foreclosure sale under a deed of trust on the property or by assignment to the lender or its nominee in lieu of foreclosure;
- d. Such other assignment for which the Director determines that the ownership interests in this Agreement have remained unchanged, such as a change in the legal or fictitious name of the Concessionaire without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset,

or the income produced thereby. The Director's decision in such cases may be appealed to the Board of Supervisors within ten days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Concessionaire in the event the Director's decision is reversed.

16.40 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

16.41 WAIVER

16.41.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping County from enforcing the full provisions thereof.

16.41.2 No delay, failure, or omission of County to re-enter the demised premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right,

power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

16.41.3 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by County of any default.

16.41.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

16.42 WARRANTY AGAINST CONTINGENT FEES

16.42.1 The Concessionaire warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Concessionaire for the purpose of securing business.

16.42.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

17.0 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

17.1 Smoking shall be prohibited at all parks, except:

Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

17.2 Smoking shall be permitted within the Equestrian Center, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of the Peter F. Schabarum Regional Park.

18.0 TUBERCULOSIS

Concessionaire shall not employ as a member of its food and non-alcoholic beverage staff any person who cannot produce a certificate showing that within the last two years, such person has been examined and has been found to be free of communicable tuberculosis. Thereafter, those employees whose skin test is negative shall be required to undergo the foregoing examination at least once every four years for so long at the employee remains skin test negative. Once an employee has documented positive skin test, he or she shall be removed from the position of food and beverage staff. When the skin test has been followed by x-ray, the foregoing examination is no longer required and a referral shall be made within 30 days of the examination to the county's health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business Code and or a notice from a public health agency or unit of the Tuberculosis Association that indicates freedom from active tuberculosis.

19.0 ARTIFICIAL TRANS FAT REDUCTION PROGRAM:

19.1 Concessionaire agrees that it will participate in the County's Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 grams or more of artificial trans-fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Concessionaire's demised premises, except for food that is being served directly to consumers in a manufacturer's original sealed package, as more specifically set forth in Exhibit H hereto. Concessionaire shall provide the written certification attached hereto as Exhibit H stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at www.lapublichealth.org.

19.2 Within five days of the County's execution of this Agreement, Concessionaire shall submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and

shall thereafter diligently pursue approval as an ATFR participant. Concessionaire's failure to do either of the foregoing shall constitute a material breach of this Agreement and shall be grounds for immediate termination by the County. County shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.

19.3 Upon County's approval of the Concessionaire's participation in the ATFR Program, Concessionaire shall have the same rights and obligations as any voluntary member of ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.

19.4 In addition to any remedies provided the County by ATFR Program's rules, any failure by Concessionaire to comply with the ATFR Program standards shall constitute a material breach of this Agreement entitling the County to terminate the Agreement in its entirety or, if the Concessionaire provided service to multiple demised premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following;

1. Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Concessionaire's breach of this Section 19.0. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-compliant facility and that Concessionaire shall be liable to County for that amount.
2. Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Concessionaire demised premises and from any other location where such materials are used by the Concessionaire, including without limitation menus, menu boards, and dining table tent cards.

3. Require Concessionaire to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

20.0 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

The Concessionaire is required to comply with the County's policy on restricting its purchase and use of EPS food containers on County-owned facilities.

21.0 CONTRACT ALERT REPORTING DATABASE

The County maintains databases that track/monitor Concessionaire performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an agreement term extension option.

22.0 GREEN INITIATIVES

Concessionaire shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Concessionaire shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Concessionaire's products prior to their use.

23.0 NON RESPONSIBILITY AND DEBARMENT

23.1 RESPONSIBLE CONCESSIONAIRE

A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Concessionaires.

23.2 CHAPTER 2.202 OF THE COUNTY CODE

The Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Concessionaire on this or other Agreements which indicates that the Concessionaire is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Concessionaire from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which

generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Concessionaire may have with the County.

23.3 NON-RESPONSIBLE CONCESSIONAIRE

The County may debar an Concessionaire if the Board of Supervisors finds, in its discretion, that the Concessionaire has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Concessionaire's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

23.4 CONTRACTOR HEARING BOARD

1. If there is evidence that the Concessionaire may be subject to debarment, the Department will notify the Concessionaire in writing of the evidence which is the basis for the proposed debarment and will advise the Concessionaire of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Concessionaire and/or the Concessionaire's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. The Concessionaire and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Concessionaire has been debarred for a period longer than five years, that Concessionaire may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Concessionaire has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Concessionaire has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

23.5 SUBCONTRACTORS OF CONCESSIONAIRE

These terms shall also apply to Subcontractors of County Concessionaires.


24.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire Agreement between County and Concessionaire for the use granted at the Peter F. Schabarum Regional Park for the maintenance and operation of the Equestrian Center. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the operation of the Equestrian Center and the demised premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

IN WITNESS WHEREOF, Concessionaire has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Director of Parks and Recreation thereof, the month, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Russ Guiney, Director
Department of Parks and Recreation

By 
D. Joy Gould, Owner, Hacienda Sosegado

APPROVED AS TO FORM:

JOHN KRATTLI
Deputy County Counsel

By 
Christina A. Salseda, Principal Deputy

**Peter F. Schabarum Equestrian Center
Demised Premises**



**Schabarum Equestrian Center
Required Recreational Services**

- Horse Rental (Minimum of Six (6) Horses)
- Riding Lessons
- Organized Trail rides (e.g. Dusk rides, holiday themed rides, etc.)
- Community Partnership Events (e.g. Boy Scouts, Girl Scouts, other non-profits, etc.)
- Horse Camp
- Quarterly Horse Clinics

**Required Improvements
Schabarum Equestrian Center**

- Purchase and installation of Signs (3)
- Purchase and installation of Round Pen
- Landscaping (including purchase and installation of five, 24" trees)
- Purchase and installation of Perimeter Fencing
- Purchase and installation of Tack Sheds
- Purchase and installation of five (5) stalls

EXHIBIT D

CONCESSIONAIRE'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Hacienda Sosegado, LLC

Concessionaire's Name

23746 California Avenue, Hemet, CA 92545

Business Address

20-8969832

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONCESSIONAIRE'S CERTIFICATION

Check One

1. The Concessionaire has a written policy statement prohibiting discrimination in all phases of employment. [x] Yes [] No
2. The Concessionaire periodically conducts a self analysis or utilization analysis of its work force. [x] Yes [] No
3. The Concessionaire has a system for determining if its employment practices are discriminatory against protected groups. [x] Yes [] No
4. Where problem areas are identified in employment practices, the Concessionaire has a system for taking reasonable corrective action which includes the establishment of goals and timetables. [x] Yes [] No

Name (please print or type) D. Joy Gould

Title of Signer (please print or type) Owner/Operator

Signature  Date 2-19-14

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Hacienda Sosegado, LLC			
Company Address: 23746 California Avenue			
City:	Hemet	State:	CA Zip Code: 92545
Telephone Number: 951-926-7929		Email address: djoyg@earthlink.net	
Agreement for <u>equestrian</u> Services:			

The Concessionaire certifies that:

- X** It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Concessionaire agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: D. Joy Gould	Title: Owner/Operator
Signature: 	Date: 2-19-14

Date: _____

EXHIBIT F

IRS Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

EXHIBIT G

Safely Surrendered Baby Law

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





EXHIBIT H

CERTIFICATION OF COMPLIANCE WITH ARTIFICIAL TRANS FAT REDUCTION PROGRAM

The Concessionaire certifies that:

- (1) It is familiar with the requirements for participation in the County's Artificial Trans Fat Reduction (ATFR) Program and will obtain the County's approval as a participant in the ATFR Program.
- (2) Within five days of County's execution of the Agreement, it will submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and thereafter diligently pursue approval as an ATFR participant.

Contractor name: Hacienda Sosegado, LLC

BY: 
Signature

D. Joy Gould
Name

Owner/Operator
Title



Los Angeles County **BOARD OF SUPERVISORS POLICY MANUAL**

Policy #:	Title:	Effective Date:
3.115	County of Los Angeles Vending Machine Nutrition Policy	8/8/2006

PURPOSE

Obesity rates are rising in the county among both children and adults. Obesity and poor nutrition are among the leading causes of chronic disease, including type 2 diabetes, heart disease, stroke, and cancer, and are major drivers of the escalating health care costs. The abundance of inexpensive low-nutrient, calorie-dense food and beverages in community and work environments are important contributors to unhealthy dietary practices. The purpose of the County of Los Angeles Vending Machine Nutrition Policy is to encourage healthier diets by increasing access to healthy food and beverages and reducing access to unhealthy food and beverage options for County employees and the public at County facilities.

REFERENCE

August 8, 2006, [Board Order 25](#)

February 17, 2009, [Board Order 6](#)

August 18, 2009, [Board Order 2](#)

POLICY

This policy would affect County-contracted vending machine suppliers by requiring them to change the products they offer to meet County of Los Angeles Vending Machine Nutrition Policy guidelines in all County facilities and offices, except where exempted by the Board of Supervisors. This policy as it exists now or may exist in the future will apply to all new vending machine agreements as well as any new amendments to existing vending contracts. It is anticipated that County employees who purchase items from vending machines, will be positively impacted by the policy by

having a broad range of healthier foods and beverages from which to choose. County of Los Angeles Vending Machine Nutrition Policy guidelines are listed below. A list of examples of foods and beverages that comply with these guidelines are available upon request from the Department of Public Health.

All snacks and beverages sold in County-contracted vending machines must adhere to the following nutrition guidelines:

Snacks in Vending Machines

An individually sold snack that has no more than:

- a) 35% of its calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale)
- b) 10% of its calories from saturated fat (excluding eggs and cheese packaged for individual sale)
- c) 35% sugar by weight (excluding fruits and vegetables)
- d) 250 calories per individual food item or package if a pre-packaged item
- e) 360 mg of sodium per individual food item or package if a pre-packaged item

Beverages in Vending Machines

- a) Drinking water (including carbonated water products)
- b) Fruit-based drinks that are at least 50 percent fruit juice without added sweeteners
- c) Vegetable-based drinks that are at least 50 percent vegetable juice without added sweeteners
- d) Milk products, including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy milk without added sweeteners
- e) Sugar sweetened or artificially sweetened beverages that do not exceed 25 calories per 8 ounces¹

¹ Fresh coffee and tea dispensed from the vending machines are exempted.

Vending machines with beverages should include bottled water as an option. The price of the bottled water should be no higher than the prices of the other beverage options in the vending machine.

RESPONSIBLE DEPARTMENT

Department of Public Health

DATE ISSUED/SUNSET DATE

Issue Date: August 6, 2006

Sunset Date: August 6, 2010

Review Date: October 21, 2010

Sunset Date: October 21, 2014



Exhibit J

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
CERTIFICATION OF COMPLIANCE**


GREEN INITIATIVES

I, D. JOY GOULD, as the Owner of
Name (please print or type) Title

Hacienda Sosegado, LLC. providing services at
Name of company

Peter F. Schabarum Regional Park – Equestrian Center,
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.


Signed

2-19-14

Dated

BEST MANAGEMENT PRACTICES (BMPs) FOR EQUESTRIAN AND STABLE FACILITIES

Challenges

The storm drain system, creeks and streams all help prevent flooding by carrying storm runoff from city streets and neighborhoods directly to the ocean. Storm and irrigation water runoff mixed with pollutants such as animal waste, sediment, and pesticides from equestrian and stable facilities can have a negative impact on the environment:

- ☐ Animal waste contributes to ocean pollution when it is improperly stored or left uncovered near small streams and storm drains. During rainfall or facilities cleaning and rinsing, it is washed into storm drains and flows untreated, directly into the ocean. Animal waste contains some nutrients—phosphorus and nitrogen—as well as bacteria. The nutrients fertilize the aquatic plants causing their proliferation which depletes oxygen in the water, killing sea life. The high bacteria levels in the water can cause gastrointestinal disorders and other medical problems for swimmers.
- ☐ Sediment is a common pollutant washed from pastures and livestock facilities. It creates multiple problems once it enters the ocean. It harms sea life by clogging the gills of fish, blocking light transmission and increasing ocean water temperatures.
- ☐ Pesticides used to control mosquitoes, flies and other pests can be washed off animals or their facilities and pollute the ocean with toxic substances.

Solutions

Make storm water pollution prevention BMPs a part of standard operating procedures and the employee training program. Minimize exposure of rain and runoff to animal care and handling areas by using cover and containment. In and around all facilities and surrounding areas, use good housekeeping to minimize the generation of pollutants. Special areas of focus include:

Site Design

- ☐ Site barns, corrals, manure storage, and other high-use areas on higher ground when possible or on the portion of property that drains away from creeks and channels. Do not site facilities or pasture on land where the slope is 30% or more.
- ☐ Locate the following areas at least 50 feet away from creeks, intermittent streams, drains, domestic wells, septic tank or leach field sites:
 - Animal washing
 - Arenas and riding rings
 - Stalls, paddocks, and turnouts
 - Pasture and equestrian courses
 - Land application of manure and compost
- ☐ Locate bins and stockpiles at least 150 feet away from creeks, intermittent streams, drains, domestic wells, and septic tank or leach field sites.

BEST MANAGEMENT PRACTICES (BMPs) FOR EQUESTRIAN AND STABLE FACILITIES

- ☐ Separate barnyards, paddocks, and manure storage areas from waterways with vegetated buffers or pasture to act as a natural filter.
- ☐ Keep “clean water clean.” Use grassed ditches, berms, or subsurface drains and properly sized roof gutters and downspouts to divert clean runoff around barnyard manure and sediment.
- ☐ Divert contaminated runoff from manured areas away from waterways and to low-gradient vegetated buffers. Design diversion terraces which drain into areas with sufficient vegetation to filter the flow.
- ☐ Construct or repair trails, arenas, roads, parking areas, ditches, and culverts to drain water but not sediment.
- ☐ Use fencing to keep horses away from environmentally sensitive areas and protect stream banks. Keep fencing and gates in good repair at all times.
- ☐ Protect manure storage facilities from rainfall and surface runoff.
- ☐ Install gutters that will divert roof drainage runoff away from livestock areas

Grazing Management

- ☐ Provide animals with sources of water and shade other than streams and stream banks.
- ☐ Utilize fencing to keep horses away from environmentally sensitive areas and protect stream banks from contamination.
- ☐ Design stream crossings to minimize erosion.
- ☐ Prevent trampling of streamside vegetation.
- ☐ Focus on protecting the pasture's soil and vegetative cover. Prevent bare areas from forming.
- ☐ Establish healthy and vigorous pastures with at least 3 inches of leafy material present.
- ☐ Subdivide grazing areas into three or more units of equal size, which can be grazed in rotation.
- ☐ Clip tall weeds and old grass to control weeds and stimulate grass growth.
- ☐ Rotate animals to clean pasture when grass is grazed down to 3-4 inches.
- ☐ Let pasture re-grow to 8-10 inches before allowing re-grazing.
- ☐ Manage grazing so that a cover of dry residual vegetation protects soil from the first rains.
- ☐ Keep animals away from wet fields when possible.
- ☐ Confine animals in properly fenced areas except for exercise and grazing time.
- ☐ During heavy rainfall, consider indoor feeding.
 - ☐ Use manure and soiled bedding sparingly to fertilize pastures and croplands.

BEST MANAGEMENT PRACTICES (BMPs) FOR EQUESTRIAN AND STABLE FACILITIES

- ☐ Use turnout paddocks as “sacrifice areas” to preserve pastures.

Horse Waste Management

- ☐ Clean up manure and soiled bedding regularly, especially during wet weather.
- ☐ After cleanup, during the arid summer, water the areas where horses frequently deposit manure to promote decomposition.
- ☐ Store horse waste in sturdy, insect-resistant, and seepage-free units that have an impervious surface bottom and a cover to prevent leaching and runoff, such as:
 - Plastic garbage cans with lids
 - Fly-tight wooden or concrete storage sheds
 - Composters
 - Pits or trenches lined with an impermeable layer
- ☐ Do not dump horse waste on the edge or directly into stream channels.
- ☐ Give away composted material to local greenhouses, nurseries and botanical gardens.
- ☐ Transport manure to topsoil companies or composting centers.
- ☐ Fertilize pastures, cropland, and lawns with manure and soiled bedding. Do not apply fertilizer just before or during rainstorms.

Integrated Pest Management (IPM)

- ☐ The “chemicals only” approach to pest control is only a temporary fix. Use Integrated Pest Management (IPM) or less-toxic methods for insect and weed control. Consider physical controls such as:
 - Pheromone Traps
 - Tarps
 - Bug Zappers
 - Fly-Tight Storage Sheds
- ☐ Use chemical insecticides and herbicides as a last resort.
- ☐ Always properly store and dispose of chemical pesticides.
- ☐ Do not let horse wash water drain directly into waterways.

BEST MANAGEMENT PRACTICES (BMPs) FOR EQUESTRIAN AND STABLE FACILITIES

References

California Stormwater Quality Association, 2003, California Stormwater BMP Handbook, Industrial and Commercial, Animal Care and Handling Facilities

City of Los Angeles, 1996. Stormwater Best Management Practices (BMPs), Horse Owners & Equine Industry, Safe Environmental Habits and Procedures for: Boarding Stables, Equestrian Centers, Small Farms, Urban Horse Owners.

County of Los Angeles Department of Public Works, Equestrian and Stable Facilities Best Management Practices, Project Pollution Prevention

City of Rolling Hills Estates, 2010, Best Management Practices (BMPs), Equestrian Community, Stormwater Pollution Prevention

**Schabarum Equestrian Center
General Maintenance Guidelines**

1.0 SAFETY

- 1.1 The Concessionaire agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Concessionaire's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Concessionaire shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 1.2 It shall be the Concessionaire's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Concessionaire shall be responsible for making minor corrections so as to protect members of the public or others from injury. During normal hours the Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Concessionaire shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

2.0 SIGNS/IMPROVEMENTS

The Concessionaire shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director.

3.0 LITTER CONTROL

- 3.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch (es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated.
- 3.2 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.
- 3.3 Litter shall be removed from all riding and hiking trails and ten (10) feet on either side of trails.

**Schabarum Equestrian Center
General Maintenance Guidelines**

4.0 TRASH CONTAINERS

- 4.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 4.2 Receptacles shall be conveniently located for public use, and returned daily to such locations if receptacles are displaced by third parties.
- 4.3 Containers or related appurtenances shall be cleaned, and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 4.4 Containers shall be painted and stenciled as needed.
- 4.5 Containers shall be fifty-five (55) gallon drums.

5.0 TRASH BIN REMOVAL

- 5.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 5.2 A designated storage area will be provided for the trash bin(s).
- 5.3 Concessionaire shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.

6.0 GRAFFITI ERADICATION AND CONTROL

- 6.1 Graffiti eradication and control shall include all surfaces within the demised premises both interior and exterior.
- 6.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.
- 6.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director.
- 6.4 The Concessionaire shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Concessionaire shall use materials, and methods of application, as provided and approved by the Director.
- 6.5 The Concessionaire shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.

7.0 RODENT CONTROL

- 7.1 All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover,

Schabarum Equestrian Center General Maintenance Guidelines

trees and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control.

- 7.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level.
- 7.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Concessionaire's expense, until eradication is complete.

8.0 SWALES AND DRAINS

- 8.1 The Concessionaire shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.
- 8.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 8.3 Drains and collection boxes shall be cleaned and cleared of all debris.
- 8.4 Drain grates shall be inspected to restrict hazards. The Concessionaire shall immediately inform the Director of any broken or missing grates, and secure same to keep the area safe for public use.

9.0 EQUESTRIAN ARENA MAINTENANCE

- 9.1 Daily Operations
 - a. All areas shall be maintained at a level that ensures a safe condition. Equestrian Center includes all wood and metal fencing, surrounding turf, trees, shrubs, groundcover, irrigation system, horse-drinking trough, entrance arena, and all surface areas of dressage, exercise, groom, and congregation of horses. Inspections shall be made daily prior to 7:00 AM, and the Director shall be informed immediately thereafter of any hazardous conditions thereat, or any supplemental needs thereof. Unless otherwise specified, all specifications of this Agreement which govern the Concessionaire's completion of required obligations shall apply to Equestrian Center maintenance.
 - b. All horse manure shall be scooped-up and properly disposed of.
 - c. Fifty-five (55) gallon trash cans shall be emptied and placed outside of all perimeter fence areas of the Equestrian Center.
 - d. Lightly water all surface areas of the dressage, exercise, groom, and congregation of horses, and then drag and level with a steel drag mat acceptable to the Director. A small 4-wheel vehicle acceptable to the Director, such as a John Deere Gator, shall be used to drag the surfaces.

**Schabarum Equestrian Center
General Maintenance Guidelines**

- e. After smoothing the surface with the drag mat, small pebbles and other debris shall then be removed.
- g. The build-up of sand at the base and under the railing of the arena is to be leveled with the use of an aluminum landscape rake.
- h. It is important to note that once the leveling process described in subsections (e), (f), and (g) above is completed, the interior and exterior of the fence and arena areas should be at the same flat surface level.
- i. Low spots or locations of surface indentation shall be leveled using hand tools, such as shovels, aluminum landscape rakes, steel-bow rakes, etc.
- j. The Concessionaire shall make every effort to keep all areas in the Equestrian Center in a level condition.
- k. No pesticide use is permissible within the areas designated for dressage, exercise, dressage, and congregation of horses.
- l. The Concessionaire shall clean the horse water trough and remove all leaves, debris, and any other foreign matter. Cleaning solvents or cleansers are not permissible.

9.2 Weekly Operations

- a. The Concessionaire shall mechanically remove all weeds in all surface areas of dressage, exercise, groom and congregation of horses.
- b. The Concessionaire shall check and inspect all irrigation components to ensure proper coverage and operability.

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Failure to timely pay the County a monthly consideration (Paragraph 7.0)	Monthly payment	Payment shall be made to the Department on or before the fifteenth (15th) day of the calendar month	Information from Treasurer/Tax Collector	Twenty percent (20%) of the rent due to the County per month
Failure of Concessionaire to punctually pay or make the payments required when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof. (Subparagraph 16.11.2)	Monthly Payments	Payment shall be made to the Department on or before the fifteenth (15th) day of the calendar month	Information from Treasurer/Tax Collector	Default
Check that is returned due to non-sufficient funds (Subparagraph 7.1.4)		Monthly consideration	Bank notifications	\$50 per check
Failure to retain financial records, employment and other records relating to the performance of the Agreement. (Section 8.0)	Audits	Concessionaire shall maintain accurate and complete financial records of its activities and operations relating to the Agreement and accurate and complete employment and other records relating to its performance of the Agreement.	Random Inspections	1) 10% to 20% of the total gross receipts for the period of time that the County determines the Concessionaire did not meet the requirements under this section and/or 2) termination of this Agreement, determined at the sole discretion of the County.
Failure to record sales and issue customer's receipts or sales slip. (Subparagraph 8.1.9)	Random Monitoring	All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip.	Random Inspections	\$25 per occurrence
Failure to provide an annual operating business plan (Annual Plan). (Paragraph 9.0)	Receipt of the Annual Plan	Concessionaire shall submit to the Director the Annual Plan for approval no later than 120 days prior to the close of each Operating Year.		\$10 per day until Annual Plan is submitted to the Director
Failure to provide a Notice of a proposed improvement project to the Department (Subparagraph 11.2)		Notice of a proposed improvement project shall be provided to the Director in writing in accordance with Subparagraph 10.4 of the Agreement and shall have the prior written approval of the Director	Random Inspections	\$1,000 per occurrence per project and/or the demolition of improvement project

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Posting of any additional signs upon the demised premises or improvements thereon without the Director's prior written consent. (Subparagraph 15.26)	Posting of unauthorized signs on the demised premises	With the exception of any signs currently located or used on the demised premises, and any maintenance or replacement thereof, Concessionaire shall not post any additional signs upon the demised premises or improvements thereon without the Director's prior written consent.	Random Inspections	\$50 per sign
Maintenance of more than 45 boarded horses. (Subparagraph 15.6)	Number of animals on the premises	Concessionaire may maintain a maximum of 45 boarded horses. This maximum shall include a minimum of six (6) rental string horses	Random Inspections	\$50 per day, per animal
Human Habitation on the premises (Subparagraph 15.13)	Human Habitation in the premises	The demised premises shall not be used for human habitation, however, Concessionaire at its sole discretion and expense, may utilize the services of a night watchman or patrolman, upon the Director's written approval.	Random Inspections	\$100 per day
Failure to maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services (Subparagraph 15.9)	Posting of pricing list	Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the demised premises.	Random Inspections	\$100 per day
Failure to obtain written approval prior to enacting any price increases (Subparagraph 15.9)	Posting or charges of an unapproved price list	Concessionaire's proposed price list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Concession Premises shall be submitted for the Director's review prior to the commencement of advertising prices to the general public.	Random Inspections	Failure to obtain written approval prior to enacting any price increases shall constitute a material breach of this Agreement

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
Offensive matter, refuse, fire hazards, detrimental material to the public health on premises (Subparagraph 15.24.1)		No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the demised premises.	Random Inspections	
Failure to clean all stalls and paddocks on a daily basis (Subparagraph 15.24.2)	Random Inspections	Concessionaire shall clean all stalls and paddocks on a daily basis, removing all manure therefrom and replacing wet sawdust or straw. Manure shall be accumulated and removed from the demised premises according to Health Department regulations, but no less than once per week.	Random Inspections	\$100 per occurrence
Failure to maintain the demised premises and improvements in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition (Subsection 16.11.4)	Random Inspections	Concessionaire shall maintain the demised premises and improvements in a clean, sanitary, safe and satisfactory condition	Random Inspections	Default
Posting of signs, posters or notices upon demised premises or improvements without prior written approval written (Subparagraph 15.26)	Random Inspections	Concessionaire shall not post signs, posters or notices upon demised premises or improvements thereon unless prior approval written thereof is obtained from the Director.	Random Inspections	Up to \$50 per occurrence
Unaccompanied minors (Subparagraph 15.30)	Random Inspections	Concessionaire shall ensure that any minor under the age of 18, be accompanied at all times by a responsible adult whenever on the Concession Premises. Concessionaire warrants that no persons under the age of 18 shall be permitted on the	Random Inspections	\$100 per minor, per occurrence

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
		concession premises without adult supervision.		
The abandonment, vacation or discontinuance of operations on the demised premises for more than two (2) consecutive days without approval thereof by the Director.		The Equestrian Center shall operate seven days a week, from 8:00 a.m. to sunset during daylight savings time (approximately March 1 st through November 1 st of each year), and from 8:00 a.m. to 7:00 p.m. during non-daylight savings time (approximately November 2 nd through February 28/29 th).	Random Inspections	Default
Failure of Concessionaire to operate in the manner required by the Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition. (Subsection 16.11.3)		Concessionaire shall operate in a manner required by all terms and conditions of the Agreement	Random Inspections	Default
Failure to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction	Random Inspections	Concessionaire shall keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in the Agreement	Random Inspections	Default
Failure to provide Certificates of Insurance to County not less than 10 days prior to Concessionaire's policy expiration dates (Subparagraph 16.26)	Receipt of Certificates of Insurance at least 10 days prior to insurance expiration dates	Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 16.26 and 16.27 of the Agreement.	Tracking of Insurance Certificates	\$25 per day after expiration of Certificate of Insurance and/or may constitute a material breach of the Agreement
Violation of the non-discrimination provisions of the Agreement (Subparagraph 16.28)		Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all	County representatives access to the Concessionaire's employment/volunteer records during regular business hours to verify compliance with the provisions	\$500 for each violation and/or may constitute a material breach of the Agreement upon which the County may terminate or suspend the Agreement

Exhibit M

Required Service	Performance Indicator	Standard	Typical Method of Surveillance	Penalty
		applicable Federal and State anti-discrimination laws and regulations		

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
Monthly Occupancy Report**

Hacienda Sosegado, LLC Concessionaire Name	For the month of _____ Year _____
Schabarum Regional Park Equestrian Center Facility and Location	Agreement No. _____
Signature _____	Date _____

Monthly Occupancy

Total No. of Horses for month _____ Total Amount Due \$ _____

Occupancy Rate
1-15 horses = \$200
16-25 horses = \$450
26-39 horses = \$650

Submit original and duplicate copy with payment to:

Treasurer/Tax Collector

P.O. Box 54927

Los Angeles, CA 90054-0927

FOR DEPARTMENTAL USE ONLY

Misc. Receipt No. _____	Deposit Permit No. _____	Deposit Date _____	\$ _____ Total Amt. Deposited
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**Schabarum Equestrian Center
Prices**

- Shavings: \$10 per bag or \$50 per month
- Turn-Out Service: \$5 per 20 minutes
- Lounging and Grooming: \$15
- Exercising and Grooming: \$35
- Blanketing: \$3
- Trailer Storage: \$35 per trailer
- Trail Rides: \$35 per hour
- Riding Lessons:
 - Group Lesson: \$30 per hour
 - Individual Lesson: \$40 per hour
 - Individual Private Lesson: \$50 for 1.5 hours
- Horse Camp: \$375 for 7 days, per child
- Girl/Boy Scout Camp: \$275 for 5 days, per child
- Horse Clinics: \$40 per person
- Facility Rental: \$250 per day
- Non-Alcoholic Beverages:
 - Water: \$1
 - Gatorade: \$1.50

SMOKING BAN ORDINANCE

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows.

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and
- 2 Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]